

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Appellants:	Mark S. SECRIST et al.	§	Confirmation No.:	1596
		§		
Serial No.:	10/765,378	§	Group Art Unit:	2179
		§		
Filed:	01/27/2004	§	Examiner:	Rashedul Hassan
		§		
For:	Portal Design System	§	Docket No.:	200313705-1
	And Methodology	§		

REPLY BRIEF

Mail Stop Appeal Brief – Patents

Date: October 5, 2010

Commissioner for Patents
PO Box 1450
Alexandria, VA 22313-1450

Sir:

In response to the Examiner's Answer dated August 6, 2010, Appellants submit this Reply Brief for further consideration by the Board.

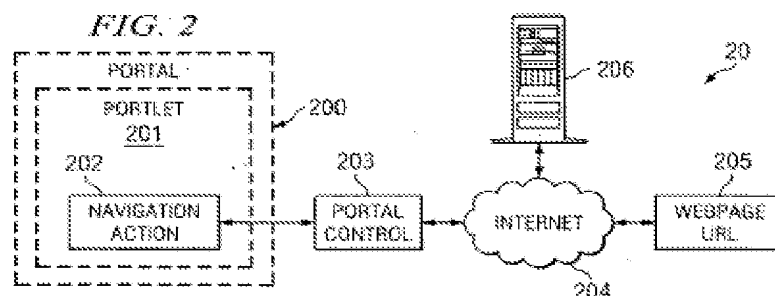
In the Examiner's Answer dated 08/06/10, the Examiner maintained the rejections to claims 1-25 as being anticipated by U.S. Pat. No. 6,327,628 ("*Anuff*") and issued a new rejection to claims 21-25 as being indefinite under 35 U.S.C. § 112, second paragraph. With regard to the anticipation rejections, Appellants' previously submitted appeal brief and reply brief arguments suffice. With regard to the new indefiniteness rejections, Appellants submit the following arguments.

I. REJECTIONS UNDER 35 U.S.C. § 112, SECOND PARAGRAPH

The essential inquiry pertaining to [the definiteness] requirement is whether the claims set out and circumscribe a particular subject matter with a reasonable degree of clarity and particularity. Definiteness of claim language must be analyzed, not in a vacuum, but in light of: (A) The content of the particular application disclosure; (B) The teachings of the prior art; and (C) The claim interpretation that would be given by one possessing the ordinary level of skill in the pertinent art at the time the invention was made. See MPEP § 2173.02. Further, a claim term that is not used or defined in the specification is not indefinite if the meaning of the claim term is discernible. *Bancorp Services*,

L.L.C. v. Hartford Life Ins. Co., 359 F.3d 1367, 1372, 69 USPQ2d 1996, 1999-2000 (Fed. Cir. 2004).

In rejecting claims 21-25 as indefinite, the Examiner argues that the “means for” limitations of claims 21-25 refer to a “developer” and that no other structure or material is described in Appellants’ specification. Appellants disagree. In Appellants’ specification, a computer environment (see at least FIGURE 2) is described.



With respect to Fig. 2, the specification reads:

The embodiment illustrated in FIGURE 2 includes portal control 203. The code created by the developer underlying portal control 203 intercepts any hyperlinked URL calls made from the portlet 201 or other locations within portal 200. Portal control 203 reconfigures or may even proxy the URL request of navigation actions 202 from portlet 201. Based on that request, portal control 203 accesses Web page 205 or remote server 206 through Internet 204 to retrieve or receive information related to the request page or information. On receipt of Web page 205 or the information from remote server 206, portal control 203 configures and directs the information to be displayed within the construct or portlet 201. Portal control 203 would intercept all of the results from navigation requests made from portal 200 and direct the different results to the appropriate portlet for display. See paragraph [0021].

Thus, Appellants’ specification describes a computer environment in which a portal control 203 coded by a developer performs various operations. While Appellants’ acknowledge that the specification describes a developer performing various tasks related to the means-plus-function limitations of claims 21-25 (see paragraphs [0022]-[0026]), the Examiner’s argument that the developer is the only “means” disclosed is incorrect. Appellants submit that the claimed “means”

refers to code developed by a developer and executed in a computer environment (e.g., FIGURE 2). For example, Appellants' specification explicitly states:

For each component moved, ***the developer would write code for a portlet***. See paragraph [0022], emphasis added.

As described above with respect to FIGURE 2, ***the developer would then select and write code to handle*** the Web flow for interactions within the portlets and then convert the particular Web flow element to at least one event that correspond to the interactions that may occur within the portlet....” See paragraph [0023], emphasis added.

Depending on the application or content being offered by the portal, ***the developer may*** select the level of customization or personalization to allow in the portal and ***implement the selected customization through appropriate computer code***. See paragraph [0024], emphasis added.

This information may then be stored in step 402 by ***defining a storage utility in the appropriate underlying computer code*** for storing the information obtained from the user in the portal framework. See paragraph [0024], emphasis added.

[A] developer may select a certain level or procedure to separate the business logic end from the presentation logic end and ***implement the selected separation in the code structure of the portal***. See paragraph [0025], emphasis added.

[C]lient components may be created ***using appropriate code*** designed by the developer in step 404 for locating Web services to provide the business logic to the portal. See paragraph [0026], emphasis added.

Based at least on the cited passages of Appellants' specification, the means-plus-function limitations of claims 21-25 would be interpreted by one of ordinary skill in the art as code-implemented functions. Further, one of ordinary skill in the art would understand that code, by itself, does not perform any function unless executed in a computer environment such as the computer environment of Appellants' FIGURE 2. With Appellants' disclosure and the interpretation that would be given by one of ordinary skill in the art to code-implemented functions,

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the means-plus-function claims 21-25 set out and circumscribe the claimed subject matter with a reasonable degree of clarity and particularity and are not indefinite. Based on the foregoing, Appellants respectfully request that submit that the rejections of claims 21-25 under 35 U.S.C. § 112, second paragraph, be reversed and the claims be set to issue.

For the reasons stated above as well as in Appellants' principle brief and previous reply brief, Appellants respectfully submit that the Examiner erred in rejecting all pending claims. It is believed that no extensions of time or fees are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 C.F.R. § 1.136(a), and any fees required (including fees for net addition of claims) are hereby authorized to be charged to Hewlett-Packard Development Company's Deposit Account No. 08-2025.

Respectfully submitted,

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